

January 22, 2010

Bid# 005384

ADDENDUM I

Due: Jan. 29, 2010 @ 2:00p.m.

Title: "Re-Bid Phys. Billing Services"

Buyer: Kaye Britton

The purpose of this addendum is to change the following Indemnification Agreement as follows:

From:

INDEMNIFICATION AGREEMENT

_____, hereby agrees and contracts to protect, defend, indemnify, indemnify and hold harmless Louisiana State University Health Sciences Center, State of Louisiana, all state departments, boards and commissions, its officers, employees, agents and servants, including students and volunteers, from and against any and all claims, demands, expenses, and liability, including but not limited to overpayments, fines, penalties and attorney fees arising from the errors, omissions, or negligence of _____, its agents, servants and employees in performance of its duties under the bid/contract to perform comprehensive billing services on behalf of LSUHSC.

TO:

Indemnification.

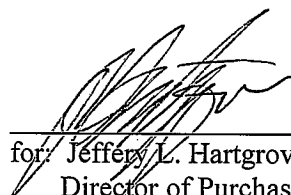
Vendor shall indemnify and hold LSU harmless from any civil monetary fines or penalties and interest (but not overpayments) assessed against LSU by Medicare, Medicaid or other third-party health insurance providers to the extent that such fines or penalties and interest are caused by the negligence or willful misconduct of vendor or its employees in the course of performing its obligations under the Agreement. Overpayments received by LSU are the sole responsibility of LSU.

Vendor will, at its own expense, defend any suit instituted against LSU and indemnify LSU against any award of damages and reasonable costs made against LSU in a final judgment by a court of competent jurisdiction, or any amount in settlement or compromise thereof, provided that the same is based upon a claim that software utilized by vendor in the performance of this agreement infringes any proprietary rights of a third party under the laws of the United States; LSU gives vendor prompt, detailed notice in writing of any such claims asserted; and LSU permits vendor sole authority through its counsel to defend and/or settle the matter and LSU cooperates and assists with such defense and/or settlement, if any part of the software is, or may become, the subject of any such proceeding vendor may and in the event of any adjudication that any part of the software does infringe or if the licensing or use of the software or any part thereof is enjoined, vendor shall at its expense and option do one of the following: procure for LSU the necessary right to continue using the software; replace or modify the infringing portion of the software with a functionally equivalent item or portion thereof, or if none of the foregoing are commercially reasonable, terminate LSU's right to use the software or the affected portions thereof, and refund to LSU an amount equal to the total license fees paid to vendor for the software or the affected portion thereof, less amortization for its use on a straight line basis over the initial term of this Agreement. The preceding set forth vendor's only obligations and LSU's sole and exclusive remedies with respect to infringement or misappropriation of intellectual property rights.

LSU shall promptly notify vendor of any claim asserted against it for which such indemnification is sought and shall promptly deliver to vendor a true copy of any summons or other process, pleading or notice issued in any lawsuit or other proceeding to assert or enforce such claim. Where acceptance of its obligation to indemnify is deemed proper by vendor, vendor reserves the right to control the investigation, trial and defense of such lawsuit or action (including all negotiation to effect settlement; provided, however, that vendor shall not affect any settlement that could result in any cost expense, or liability to

LSU unless LSU consents in writing thereto, which consent shall not be unreasonably withheld, delayed or conditioned) and any appeal arising there from and to employ or engage attorneys of its own choice. LSU may, as its own cost, participate in such investigation, trial and defense of such lawsuit or action and any appeal arising there from LSU, its employees, agents, servants, and representatives shall provide full cooperation to vendor at all times, including, without limitation providing them with all available information concerning the claim and reasonable access to relevant witnesses, while the claim or lawsuit is pending.

This addendum herein become a permanent part of Bid No. **005384** and should be submitted with your bid. If your bid has already been mailed or submitted to the Health Sciences Center, your addended bid should be submitted in the space provided and placed in the attached envelope, sealed, and submitted to the Louisiana State University Health Sciences Center on or before the above due time and date.


for: Jeffrey L. Hartgrove,
Director of Purchasing
& Materials Management

Addended Bid By: _____ Firm: _____

Title: _____